

# **EXHIBIT**

## **1**

### **APRIL 2022 EMAILS BETWEEN PLAINTIFFS AND DEFENDANT**

**From:** Gil <g.costin@millenniumairship.com>  
**Sent:** Thursday, April 21, 2022 9:45 AM CDT  
**To:** Daniel Tarpey <dtarpey@tarpeywix.com>; Michael Smith <michael@mergedenergy.com>  
**CC:** David Wix <dwix@tarpeywix.com>; Matt Showel <mshowel@tarpeywix.com>; jbindel@bindellaw.com  
<jbindel@bindellaw.com>  
**Subject:** RE: Potential Settlement With Korn Ferry  
**Attachment(s):** "Signed LM MAS NDA02022017.pdf"

Of course, it was "my" email that got our SJ tossed out.

How about if the actions against all parties had been filed in a timely manner, then this SOL issue would not be an issue.

And, look at the "end date" on the NDA (attached), between MAS and LM. It is MAY 31, 2015. So, why did it take "three plus years to file"???



Best Regards

Gil Costin, CEO  
Millennium Airship Inc.  
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**From:** Daniel Tarpey [mailto:dtarpey@tarpeywix.com]  
**Sent:** Wednesday, April 20, 2022 5:57 PM  
**To:** Gil <g.costin@millenniumairship.com>; 'Michael Smith' <michael@mergedenergy.com>  
**Cc:** David Wix <dwix@tarpeywix.com>; Matt Showel <mshowel@tarpeywix.com>; Daniel Tarpey <dtarpey@tarpeywix.com>  
**Subject:** RE: Potential Settlement With Korn Ferry

Bad news everyone ... the court just issued its tentative ruling on Hybrid's motion for summary judgment ... it is attached ... and it granted summary judgment AGAINST US on our trade secrets claim. As I articulated earlier today, the Court found that "at the very least," Gil's email on January 3, 2015 triggered the statute of limitations on our trade secrets claims and we did not file until after 3 years from that date.

This ruling will most likely and unfortunately bounce ALL of our trade secrets claims against every Defendant. We can talk about appealing this ruling later but we need to stay on point to try to get our breach of contract claims to stick against Lockheed and Korn Ferry. BTW, Korn Ferry has gone silent on settlement since the issuance of this ruling.

Our breach of contract claims have four-year statute of limitations period which buys us another year but the following paragraph from the Court's order leads me to believe those might also fall as well:

Moreover, Defendant Binn told Plaintiffs on January 22, 2014 and January 27, 2014, that he did not believe he had any "continuing obligations" under the confidentiality agreement between Binns and Sky Lift. (UMF 52, 55.) Costin testified that in January 2014, he suspected that Binns had become a "turncoat" and "was going to try to go work with Lockheed Martin directly" for the purpose of developing hybrid airships. (UMF 53.) Smith, Sky Lift's managing member and PMK, testified that upon receiving Binns'

resignation letter in January 2014, he “felt that there was collusion taking place” to use Sky Lift’s confidential information, so he sent a cease and desist letter to Binns. (UMF 54 [undisputed].) In the FAC, Plaintiffs allege that this is exactly what Binns subsequently did – provide Sky Lift’s proprietary information to LMC for his own advantage. (Id.)

We will have to convince the court that your guys’ testimony in relation to Binns’ resignation did not trigger the 4-year SOL for our breach of contract claims against Lockheed and Korn Ferry. But I am concerned we have an uphill battle on this front as well because of the Court’s ruling above.

I’ll be back with more tomorrow after the Court provides more clarity and/or Korn Ferry reaches out to us on settlement. Sorry to be the bearer of bad news but it is part of job description when it happens. All is not lost yet though so let’s keep our fingers crossed on the breach of contract claims.

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**From:** Gil <[g.costin@millenniumairship.com](mailto:g.costin@millenniumairship.com)>  
**Sent:** Wednesday, April 20, 2022 5:43 PM  
**To:** Daniel Tarpey <[dtarpey@tarpeywix.com](mailto:dtarpey@tarpeywix.com)>; 'Michael Smith' <[michael@mergedenergy.com](mailto:michael@mergedenergy.com)>  
**Cc:** David Wix <[dwix@tarpeywix.com](mailto:dwix@tarpeywix.com)>; Matt Showel <[mshowel@tarpeywix.com](mailto:mshowel@tarpeywix.com)>  
**Subject:** RE: Potential Settlement With Korn Ferry

When you are saying that I wanted to sue, I was referring to Binns and Korn Ferry.  
Michael and I had **no idea** at that time that Binns and LM were or had been engaged in negotiations to “take” it from us. LM even had drafted the HADA (Hybrid Aircraft Development Agreement) and DFO (Definitive Funding Order) for us.



Best Regards

Gil Costin, CEO  
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**From:** Daniel Tarpey [<mailto:dtarpey@tarpeywix.com>]  
**Sent:** Wednesday, April 20, 2022 2:56 PM  
**To:** Gil <[g.costin@millenniumairship.com](mailto:g.costin@millenniumairship.com)>; 'Michael Smith' <[michael@mergedenergy.com](mailto:michael@mergedenergy.com)>  
**Cc:** David Wix <[dwix@tarpeywix.com](mailto:dwix@tarpeywix.com)>; Matt Showel <[mshowel@tarpeywix.com](mailto:mshowel@tarpeywix.com)>; Daniel Tarpey <[dtarpey@tarpeywix.com](mailto:dtarpey@tarpeywix.com)>  
**Subject:** RE: Potential Settlement With Korn Ferry

Well Gil you did testify you wanted to sue in 2014 when Binns resigned and you did send emails to Michael Smith in January 2015 that you thought legal action was necessary. We can argue why those should not have triggered the SOL but we can change history. We will do our best but I’m concerned about statute of limitations.

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**From:** Gil <[g.costin@millenniumairship.com](mailto:g.costin@millenniumairship.com)>  
**Sent:** Wednesday, April 20, 2022 4:51 PM  
**To:** Daniel Tarpey <[dtarpey@tarpeywix.com](mailto:dtarpey@tarpeywix.com)>; 'Michael Smith' <[michael@mergedenergy.com](mailto:michael@mergedenergy.com)>  
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**Subject:** RE: Potential Settlement With Korn Ferry

Lies and Twisted chronologies and statements in their SJs. This PISSES me off!



Best Regards

Gil Costin, CEO  
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**From:** Daniel Tarpey [<mailto:dtarpey@tarpeywix.com>]  
**Sent:** Wednesday, April 20, 2022 11:30 AM  
**To:** Gil <[g.costin@millenniumairship.com](mailto:g.costin@millenniumairship.com)>; 'Michael Smith' <[michael@mergedenergy.com](mailto:michael@mergedenergy.com)>  
**Cc:** David Wix <[dwix@tarpeywix.com](mailto:dwix@tarpeywix.com)>; Matt Showel <[mshowel@tarpeywix.com](mailto:mshowel@tarpeywix.com)>  
**Subject:** Re: Potential Settlement With Korn Ferry

Read Hybrid's brief on limitations and you guys will understand what we are up against.

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

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**From:** Gil <[g.costin@millenniumairship.com](mailto:g.costin@millenniumairship.com)>  
**Sent:** Wednesday, April 20, 2022 11:06:49 AM  
**To:** Daniel Tarpey <[dtarpey@tarpeywix.com](mailto:dtarpey@tarpeywix.com)>; 'Michael Smith' <[michael@mergedenergy.com](mailto:michael@mergedenergy.com)>  
**Cc:** David Wix <[dwix@tarpeywix.com](mailto:dwix@tarpeywix.com)>; Matt Showel <[mshowel@tarpeywix.com](mailto:mshowel@tarpeywix.com)>  
**Subject:** RE: Potential Settlement With Korn Ferry

You are welcome. Thanks to all of you for your hard work.



Best Regards

Gil Costin, CEO  
Millennium Airship Inc.  
SkyFreighter Corp